

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco



SCOPE OF WORK PROVISION

FOR

**BUILDING CONSTRUCTION INSPECTOR
(OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

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Department of Industrial Relations

JUL 16 1999

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

between

SMITH-EMERY COMPANY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 12

1998 - 2001

This Agreement is made and entered into this 1st day of June, 1998, by and between Smith-Emery Company (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers, Local Union No. 12 and its subdivisions, affiliated with the AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Employer is engaged in Construction Inspection in Southern California; and

WHEREAS, the Employer may continue to employ Building Inspectors, herein referred to as Workmen or Employees; and

WHEREAS, it is the desire of the parties to establish a fair and competitive pay scale, fair and equitable working conditions, in a Southern California marketplace while allowing the Employer to compete with the growing non-union inspection market; and

WHEREAS, it is the intention of the parties to now make an all-out attempt to recapture the work covered by previous Agreements which has now been severely eroded by non-union inspection firms; and

WHEREAS, the Union recognizes the fact that the Employer's clientele consists primarily of architects, structural engineers, developers, financial institutions, entertainment institutions, insurance companies and governmental agencies who generally are not signatory to Labor Agreements recognized by the Building Trades Council;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, it is hereby agreed:

ARTICLE I Coverage

A. This Agreement shall apply to all field work inspection by Building Inspectors of concrete, steel, masonry work and non-destructive and/or grading inspection performed by employees of the Employer in the following Southern California Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

B. A Building Inspector as used in the Agreement is defined as follows:

1. A Licensed and/or Registered Deputy Building Inspector in those areas where Building Officials/Departments license Building Inspectors.

2. In those areas where Building Inspectors are not licensed by Building Officials/Departments, a Building Inspector is an inspector who performs the same duties as a Licensed and/or Registered Deputy Building Inspector.

3. Any employee or sub-employer performing work covered by this Agreement including but not limited to Ultrasonic Testing, Magnetic Particle Testing and Grading Inspector.

C. Because of the increasing complexity of the inspection function and the potential pressures that can be brought to bear on an individual alone on a jobsite, the Union agrees with the Employer that it is in the best interest of the industry to require that inspectors work under the direction of a registered professional Civil Engineer.

ARTICLE II Recognition

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Building Inspectors governed by this agreement and employed by the Employer, excluding supervisors, as defined in the National Labor Relations Act, and all other employees.